

SERIAL 02015-C

AUTOMOTIVE ACCESSORIES FOR AUTOMOBILES, BUSES,

CONTRACT PERIOD THROUGH JUNE 30, 2005

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **AUTOMOTIVE ACCESSORIES FOR AUTOMOBILES, BUSES, TRUCKS, ETC.: LIGHTS AND ACCESSORIES, FLASHING, REVOLVING AND WARNING [AKA VEHICULAR EMERGENCY LIGHT SYSTEMS, LIGHT/BAR COMPONENTS & ACCESSORIES]**.

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 10, 2002**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

WP/cl
Attach

Copy to: Clerk of the Board
Gidget Beltran, Equipment Services
Jan Killebrew - Telecommunications
Sharon Tohtsoni, Materials Management

(Please remove Serial 97003-X from your contract notebooks)

1.0 **INTENT:**

The intent of this Invitation for Bids is to establish a three (3) year contract with options for renewal for vehicular emergency lighting equipment and related items to be used in the installation in all Maricopa County public safety vehicles. All components shall be selected to give maximum performance, service, life and safety. Also included are blanket discounts for related supplies as covered by current pricing documents. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management.

Maricopa County Equipment Services' records indicate expenditures of approximately \$65,000.00 during the last fiscal year. All components for the next three years will depend upon the number of pieces of equipment in use, and other relevant factors. This IFB may be utilized by other County agencies, in addition to Equipment Services' preliminary estimated dollars.

2.0 **TECHNICAL SPECIFICATIONS:**

2.1 **MODEL/PARTS:**

All model/parts shipped shall be labeled and readily visible from the outside, to show at least, the manufacturer, model, serial number and date of manufacturer. There shall be instructions and parts list included with each item shipped.

2.2 **VEHICLE COMPONENTS:**

All parts must be applicable with OEM standards and specifications as specific for each safety vehicle/equipment.

2.3 **APPLICATIONS:**

Applications include but are not limited to:

Ford Crown Vic Sheriff.

All major automobile manufacturers vehicles including pickups and sport utility vehicles.

2.4 **EMERGENCY LIGHTING:**

The required components includes, but not limited to:

- 2.4.1 Alternating flashers Wig Wag
- 2.4.2 Parking turning backup light
- 2.4.3 Timer-shot delay
- 2.4.4 Lamp mini
- 2.4.5 Lamp halogen
- 2.4.6 Sealed beam
- 2.4.7 Lamp controller
- 2.4.8 Lamp strobe
- 2.4.9 Reflectors (red, amber)
- 2.4.10 Back up alarm
- 2.4.11 Flashers
- 2.4.12 Fuses/fuse holder
- 2.4.13 Spotlight handle
- 2.4.14 Strobe lamp
- 2.4.15 Supply assembly
- 2.4.16 Power supply
- 2.4.17 Arrow board lights
- 2.4.18 Strobe beacon
- 2.4.19 Spot mirrors

2.5 **MANUFACTURERS REPRESENTATIVE:**

Dealers who submit an offer as a manufacturer representative must supplement the offer with a letter from each manufacturer involved certifying that the vendor is a bona fide dealer for the specific equipment presented, that the vendor is authorized to submit an offer on such equipment, and guarantees that should the dealer fail to satisfactorily fulfill any obligations established as a result of the anticipated contract awards, the manufacturer, upon assignment by the County, will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract period.

2.6 **BRAND NAMES :**

Any manufacturers names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict an offer by any vendor but is only enumerated in order to advise potential bidders of the requirements of the County. Any offer, which proposes like quality, design or performance, will be considered. Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. *The listing below should not be considered all-inclusive.* Products substantially equivalent to those designated shall qualify for consideration.

PSE	ECCO
HELLA	GE
SIGNAL STAT	GROTE
TRUCKLIFT	PETERSON
COLE HERSEY	UNITY
WAGNER	WEST COAST
TOMAR	

2.7 **ADDITIONAL PRICING:**

Material to be purchased against this contract covers a wide variety of replacement parts, supplies and components. Bidders shall submit, with their bid response the manufacturer's price list(s) for each product line offered to provide the greatest coverage of related products. Price list(s) may be by catalogs, 3.5 diskettes, or CD-ROM. Bidders are strongly encouraged to offer discount pricing for related items/products/components that are not specifically addressed as line items in this Invitation for Bids. Pricing offered should be noted on the pricing pages of the Bidder response in the format requested. Additional pricing is a mandatory requirement of this IFB) sets of catalogs/pricing documents shall accompany any additional pricing offered.

2.8 **DELIVERY:**

It shall be the Contractor's responsibility to meet the County's delivery requirements of F.O.B. Destination on normal shipments. If the part(s) is a normal stock item, it is the responsibility of the Contractor to pay for freight (overnight, airfreight, UPS direct, etc). EXCEPTIONS ON PRIORITY DELIVERIES FOR SPECIAL ORDER OR NON-STOCK PART (S) ARE ACCEPTABLE WITH THE APPROVAL FROM EQUIPMENT SERVICES PARTS DEPARTMENT AUTHORIZED EMPLOYEE (S). Orders shall be pulled and delivered within two- (2) hours from notification by Equipment Services Department. Exceptions are made when site is more than two- (2) hours in distance (travel time) from County facilities. Equipment Services main parts room, 3325 W. Durango Street, will accept deliveries from 5:30 a.m. to 4:30 p.m.

Contractor(s) shall notify the Durango Shop at 602-506-4676 of delivery delays and the other locations shall be notified directly.

Maricopa County Equipment Services maintains satellite station at the following locations. These sites shall be included in this IFB agreement.

SITE ADDRESSES

BUSINESS HOURS

- | | | |
|-------|--|------------------------|
| 2.8.1 | Mesa Svce Center, 155 E. Coury, Mesa, AZ (602-506-4794) | 6:00 a.m. to 5:00 p.m. |
| 2.8.2 | Dysart Svce Center, 16821 N. Dysart Rd, Surprise, AZ (623-583-1836) | 5:00 am. to 4:30 p.m. |
| 2.8.3 | Downtown Svce Center, 120 S. 4 th Ave, Phoenix, AZ (602-506-2909) | 8:30 a.m. to 5:00 p.m. |
| 2.8.4 | Buckeye Svce Center, 26449 W. Hwy 85, Buckeye, AZ (623-386-7461) | 6:00 a.m. to 2:30 p.m. |

2.9 OUT OF STOCK:

If the contractor is temporally out of stock and cannot readily obtain the item(s) from another source, the County reserves the right to purchase item(s) on the open market without recourse.

2.10 SHIPPING:

Bid prices shall be made F.O.B. Destination to the Using Agency or Department within Maricopa County. The contractor(s) shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the contractor. The County will notify the contractor of any damaged goods and shall assist the contractor in arranging for inspection.

2.11 SAFETY STANDARDS:

All items supplied on this contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, The National Electric Code, and The National Fire Protection Association standards.

2.12 STOCK LIFTS:

The County reserves the right to require the contractor(s) to lift current stock (if any) and replace with primary stocked brand (brand bid). "Re-boxing" may be allowed, at the County's option.

2.13 OBSOLETE PRODUCT RETURN:

The County reserves the right to return unused/unopened product with no restocking fees. All products will be returned in a timely manner during the period of the contract. Credit memos shall be issues under current pricing. Credit memos shall reflect the quantity, product number, description, and price.

2.14 INVENTORY ADJUSTMENTS :

The County reserves the right to inventory adjustments for non-moving item(s) and/or seasonal item(s). An inventory review shall be performed in six- (6) month intervals. The County and Contractor(s) shall schedule a mutually agreeable time to complete all inventory adjustments. The Contractor(s) may notify the County prior to six- (6) months.

2.15 **STOCK:**

The successful Contractor shall be expected to stock locally sufficient quantities as may be necessary to meet the County's needs.

2.16 **TERMS AND PAYMENT:**

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information before processing for payment:

Equipment Services
3325 West Durango St.
Phoenix, Arizona, 85009

Problems regarding billing or invoicing shall be directed to Equipment Services Accounts Payable, at 506-4668 or 506-4674. If problems occur with other County agencies the successful bidder shall contact the using agency. All invoices shall indicate the following:

SERVICE INVOICES:		PACKING SLIP AND PARTS INVOICES:	
1.	Contract Serial Number	a.	Contract Serial Number
2.	County purchase order number	b.	County purchase order number
3.	Equipment number	c.	Quantity
4.	Invoice number	d.	Part number(s)
5.	Quantity	e.	Description of part
6.	Part Number	f.	Price per unit
7.	Description on repairs	g.	Extended price
8.	Pricing per unit	h.	Sales tax (include tax rate)
9.	Percent % of discount-(list/cost)	i.	*Freight (if applicable)
10.	Extended price	j.	Total
11.	Payment terms	k.	Packing slip must be legible
12.	Hourly or flat rate w/total hours		
13.	Mileage w/rate		
14.	Arrival and completion time		
15.	Total		
16.	*Freight (if applicable)		
17.	Sales tax on parts only (include tax rate)		
18.	Provide two (2) legible copies of the invoice.		
19.	The invoice shall be dated/signed (print full name) by the County employee receiving the parts(s).		

***Freight:** If freight is applied due to special orders or non-stock part(s) the Contractor shall indicate on the invoice(s) the following requirements: 1) Identify the expedited delivery (overnight, airfreight, UPS direct, etc.) on the invoice(s) and 2) Print full name of the using agency employee authorizing this method of delivery

Invoices not disclosing the above information shall be returned to the contractor for the necessary corrections. All pricing must be listed on invoices (list, cost, jobber, labor hours/labor rates, etc.). **SUBMIT A SAMPLE OF YOUR ORIGINAL (NO COPY) INVOICE PROVIDING GENERIC INFORMATION.** This is for our accounts payable department.

2.17 **SET UP COUNTY ACCOUNTS:**

It shall be the responsibility of all Contractors to communicate with their parts department, service area, accounts receivable and other areas involved in compliance with this agreement of Maricopa County's special pricing. The pricing and labor rates shall be programmed in your financial systems as offered. If the required information cannot be programmed on the invoice you have the option to hand write the information or submit a separate sheet with the requirements. It will delay payment, if the required information is not provided.

2.18 **ADDITIONAL CHARGES/FEES:**

Maricopa County is not responsible for miscellaneous charges or fees (i.e., shop supplies, environmental fees, service calls, travel, mileage, hauling, etc.) other than those listed in the pricing section of this agreement. All costs shall be included in the bid price.

2.19 **VENDOR LOCATIONS/PARTICIPATION:**

Bidders shall indicate all locations willing to honor this contract. Contractors responding to this IFB shall indicate "working" facility within the Phoenix Metropolitan area. Please indicate the addresses, phone numbers and contacts for these additional locations on the space provided for in the pricing section.

2.20 **WARRANTY:**

The minimum warranty period shall be 90 day's on parts and labor or manufacturer's warranty; whichever is greater. Warranty replacement will be done at no additional charge of any nature to Maricopa County. Defective part(s) shall be replaced within 24 hours of notification. The effective date on all warranties shall commence upon date of installation and/or mileage based on applicable. A "NO CHARGE" invoice shall accompany all warranty repairs detailing failure, diagnosed cause and parts replaced. Contractor(s) shall respond to all warranty requests within 24 hours of notification. Transportation cost for warranty repairs shall be the responsibility of the Contractor.

2.21 **PRODUCT DEFINITION:**

Certain products covered in this IFB are acceptable to Equipment Services, if "rebuilt" or "remanufactured" at the option of the County. Any item(s) bid shall be assumed to be "new" unless so identified otherwise by the bidder. All items bid, without regard to "classification", shall meet or exceed the ORIGINAL EQUIPMENT MANUFACTURER (OEM) requirements.

2.22 **ACCEPTANCE:**

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

2.23 **TAX:**

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.24 **ACCEPTANCE:**

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have seven (7) days to perform its acceptance testing and inspection of the Materials, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials.

2.25 **BRAND NAME:**

Bids on brands other than those listed are subject to approval based on evaluation. Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended to be restrictive or limit competition. Products substantially equivalent to those designated shall qualify for consideration.

2.26 **SAMPLES :**

Contractors may be requested to furnish samples of items proposed for examination by the County. Any items so requested shall be furnished within seven (7) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Bids.

2.27 **WAREHOUSE/DISTRIBUTION CENTER:**

The Contractor shall have access to a local warehouse/distribution center with the Phoenix metropolitan area capable of providing the goods listed herein at the time of bid submission. Maricopa County reserves the right to inspect such warehouse/distribution center(s) to ensure compliance with terms and conditions of the Invitation for Bids.

2.28 **FACTORY AUTHORIZED SERVICE AVAILABILITY:**

The Contractor shall have and maintain a local factory authorized service station within the Phoenix metropolitan area. The station shall be capable of supplying and installing component parts, and troubleshooting, repairing and maintaining the Materials. Minimum service hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday.

2.29 **OPERATING MANUALS:**

Upon delivery, Contractor shall provide comprehensive operational manuals, Materials service manuals, and schematic diagrams, if required by the Using Agency.

2.30 **TECHNICAL AND DESCRIPTIVE SALES LITERATURE**

Contractor shall provide copies of its sales literature and brochures, and copies of any manufacturer's technical and descriptive literature regarding the material it proposes to provide. Literature shall include sufficient in detail to allow full and fair evaluation of the offer submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

2.31 **ADDITIONAL PRICING:**

Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested. Two (2) sets of catalogs/pricing documents shall accompany any additional pricing offered.

2.32 **CONTRACTOR REVIEW OF DOCUMENTS :**

Contractor shall review its bid submission to assure the following requirements are met.

- 2.32.1 One (1) original and one (1) copy of all submissions is MANDATORY
- 2.32.2 Vendor proposal column/section, MANDATORY
- 2.32.3 Pricing pages, MANDATORY
- 2.32.4 Copies of Catalogs/Pricing Documents , MANDATORY
- 2.32.5 Literature, Technical and Descriptive, MANDATORY
- 2.32.6 Vendor Information, MANDATORY
- 2.32.7 Agreement page, MANDATORY
- 2.32.8 References, MANDATORY

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 **CONTRACT LENGTH:**

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 **OPTION TO EXTEND:**

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of two (2), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 **EXPEDITED DELIVERY:**

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

3.4 **SHIPPING:**

Bid prices shall be made F.O.B. destination to the Using Agency within Maricopa County. The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

3.5 **SHIPPING DOCUMENTS:**

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

3.6 **TESTING:**

Unless otherwise specified, Materials purchased will be inspected by the Using Agency to ensure the Materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the Materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the Materials conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the Materials do not meet the Specifications, the expense of such analysis is to be borne by the Contractor.

3.7 **PRODUCT DISCONTINUANCE:**

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

- 3.7.1 Documentation from the manufacturer that the product of model has been discontinued.
- 3.7.2 Documentation that names the replacement product or model.
- 3.7.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.
- 3.7.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- 3.7.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

3.8 **ORDERING AUTHORITY:**

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). **CAPA purchases are limited to values of less than \$2,500.00. No other request is valid.**

3.9 **INDEMNIFICATION AND INSURANCE:**

3.9.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.9.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

- 3.9.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

- 3.9.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.
- 3.9.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.9.3 Certificates of Insurance.

3.9.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.9.3.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.9.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.9.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.10 **PROCUREMENT CARD ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.11 **INTERNET ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.12 **INQUIRIES AND NOTICES:**

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WALT PRICE, PROCUREMENT CONSULTANT, 602-506-3454
(wprice@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

GIDGET BELTRAN, EQUIPMENT SERVICES, 602-506-4674

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

4.0 **CONTRACT TERMS AND CONDITIONS:**

4.1 **LANGUAGE FOR REQUIREMENTS CONTRACTS:**

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the materials contained in this Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to the Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.2 **ESCALATION:**

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract Anniversary date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and must be within the PPI for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 **UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 **TERMINATION FOR DEFAULT:**

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

4.5 **TERMINATION BY THE COUNTY:**

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 **STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 **OFFSET FOR DAMAGES :**

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.8 **ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete materials to this Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 **SUBCONTRACTING:**

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.10 **AMENDMENTS :**

All amendments to this Contract must be in writing and signed by both parties.

4.11 **RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.12 **ADEQUACY OF RECORDS:**

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Maricopa County for the materials not so adequately supported and documented.

4.13 **AUDIT DISALLOWANCES :**

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.14 **VALIDITY:**

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.15 **RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder

THE LIGHTHOUSE INC, 1502 N. 29TH AVENUE, PHOENIX, AZ 85009

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☒ YES ☐ NO
_____ % REBATE

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

C254003 / B0604480

NIGP CODE 05557

6.0 PRICING:

<u>DESCRIPTION</u>	<u>MODEL/PART #</u>	<u>QTY</u>	<u>PRICE \$</u>
3.1 Alternating flasher Wig Wag	PSE360HLH	20	\$32.21
3.2 Parking Turning Backup light	GE-BP890	10	\$4.42
3.3 Timer-shot delay	SCASC7009	15	\$22.00
3.4 Lamp halogen head	GE-H6024	15	\$7.15
3.5 Lamp halogen head	GE-H6054	15	\$6.99
3.6 Sealed beam	GE-4416R	20	\$15.33
3.9 Revolving lamp	GRO76223	5	\$62.03
3.10 Reflectors (red, amber)	GRO40052-3	20	\$0.46
3.11 Back up alarm	ECCO-SA901	10	\$42.69
3.12 Flashers	GRO44540-3	15	\$9.46
3.13 Fuses (blade)	5 thru 30 amps	40	\$0.28
3.14 Fuse holder maxi	BUS-HHX	5	\$7.67
3.15 Spotlight handle	UNI325H	10	\$68.21
3.20 Lamp mini	GE-1157	60	\$0.18
3.21 Arrow board lights (plastic)	NAT-2008771	15	\$11.25
3.22 Arrow board lights (glass)	GE-7414Y	5	\$9.58
3.23 ST/T Lamp	GRO-52772-3	15	\$2.99

THE LIGHTHOUSE INC, 1502 N. 29TH AVENUE, PHOENIX, AZ 85009

<u>DESCRIPTION</u>	<u>MODEL/PART #</u>	<u>QTY</u>	<u>PRICE \$</u>
3.24 Strobe Beacon	ECCO-6660-A	5	\$85.53
3.25 Spot mirror	GRO-12014	15	\$0.90

DISCOUNT PRICING: If your organization is willing to offer a discount off of your full line of inventory, please show discount structures below. Bidders(s) shall submit with their bid response manufacturers published price list(s) for each product line offered to provide the greatest coverage of related products. Price list(s) may be catalog(s), 3.5" diskettes, or CD-ROM. **Do not use the term "current pricing" for the information required below. Spaces are provided to include other manufacturers or product lines not listed:**

MANUFACTURERS	PRICE LIST DATE	PRICE COLUMN TO BE USED	ADDITIONAL DISCOUNT
PSE	10/29/01	JOBBER	25%
HELLA	03/01/01 05/01/02	JOBBER	10%
SIGNAL STAT	05/05/00	JOBBER	06%
TRUCKLIFT	09/01/00 08/01/01	JOBBER JOBBER	15%
COLE HERSEY	04/02/01	JOBBER	11%
WAGNER	08/97	JOBBER	30%
TOMAR	NO BID		43.25%
ECCO	1-FEB. 05/15/02	JOBBER	20%
GE	04/30/00	JOBBER	30%
GROTE	02/15/01 04/15/02 09/01/01 04/15/02	JOBBER JOBBER	17%
PETERSON	07/01/99 06/01/02	JOBBER	06%
UNITY	05/07/01	JOBBER	07%
FEDERAL SIGNAL CORP.	01/02/02	LIST	19%
CHAMCAL	04/01/99	JOBBER	10%
CODE 3	10/29/01	LIST	25%
BUSSMAN	02/01/02	JOBBER	20%
ANCO	09/01/01	JOBBER	12%

THE LIGHTHOUSE INC, 1502 N. 29TH AVENUE, PHOENIX, AZ 85009

MANUFACTURERS	PRICE LIST DATE	PRICE COLUMN TO BE USED	ADDITIONAL DISCOUNT
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TARGET TECH	03/01/02	JOBBER	25%
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WHELAN	01/14/02	LIST	20%
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Business hours: 8:00 am to 5:00 pm
Monday through Friday

Indicate hours of delivery: 9:00 am to 5:00 pm

Number of deliveries per day: TWO

F.O.B. Destination X Yes No
(Unless special ordered with Air Freight Approval)

Labor Rate or Flat Rate (vendor facility): \$ NONE /hr./flat

Labor Rate or Flat Rate (County facility): \$ NONE /hr./flat

Terms: 2% 30, NET 31

Federal Tax ID Number: 95-0936250

Telephone Number: 602-272-8077

Fax Number: 602-272-8061

Contact Person: MELANIE SERPA
DAN PROCE, SALES

Vendor Number: 950936250 A

E-mail Address: lifeseller505@aol.com

Company Website: www.thelighthouseinc.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2005.**

TOMAR ELECTRONICS INC, 2100 W. OBISPO AVENUE, GILBERT, AZ 85233-3401

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

ACCEPT PROCUREMENT CARD: X YES NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: X YES NO
 % REBATE

INTERNET ORDERING CAPABILITY: X YES, BUT NOT SECURE NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO

C254003 / B0604480
NIGP CODE 05557

6.0 PRICING:

<u>DESCRIPTION</u>	<u>MODEL/PART #</u>	<u>QTY</u>	<u>PRICE \$</u>
3.7 Lamp controller	TOMAR-930H-6-0019	10	\$108.30 each
3.8 Lamp strobe	TOMAR-774-1228	10	\$176.67 each
3.16 Strobe lamp	TOMAR-PAR36E	10	\$39.72 each
3.17 Supply assembly	TOMAR-930N-6-0004	5	\$297.49 each
3.18 Power supply	TOMAR-930F	5	\$297.37 each
3.19 Power supply	TOMAR-930R	5	\$323.79 each

Business hours: 7:00 am to 3:00 pm May 2 – October 31

Business hours: 9:00 am to 5:00 pm November 1 – May 1
Monday through Friday

Indicate hours of delivery: Same As Above

Number of deliveries per day: N / A

F.O.B. Destination X Yes No
(Unless special ordered with Air Freight Approval)

Labor Rate or Flat Rate (vendor facility): \$ 70.00 /hr./flat

Labor Rate or Flat Rate (County facility): \$ N / A /hr./flat

TOMAR ELECTRONICS INC, 2100 W. OBISPO AVENUE, GILBERT, AZ 85233-3401

Terms:	NET 30
Federal Tax ID Number:	86-0560270
Telephone Number:	480-497-4400
Fax Number:	480-467-4416
Contact Person:	TRACY VANDER KOO1, (480-497-4400 X214) MICHELLE ROBB
Vendor Number:	860560270
E-mail Address:	micheller@tomar.com
Company Website:	www.tomar.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending June 30, 2005 .